



IFW

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) Patterson et al. Examiner: Unassigned
Serial No.: 10/675,284 Group Art Unit: Unassigned
Confirmation No.: 5475 Docket: 717-961 CIP
Filed: September 30, 2003 Dated: November 8, 2004
For: APPLIANCE FOR VACUUM
SEALING FOOD CONTAINERS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

*I hereby certify this correspondence is being deposited with
the United States Postal Service as first class mail, postpaid
in an envelope, addressed to:
Commissioner for Patents, Alexandria, VA 22313-1450*

on November 8, 2004

Signature: *Joyce Peterson*

**TRANSMITTAL OF REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW ATTORNEY**

Sir:

Assignee is transmitting herewith a Revocation of Power of Attorney and
Appointment of New Attorney and Statement Under 37 C.F.R. 3.73(b) for the above-
identified application. Assignee requests that the records of the Patent Office be revised to
reflect that correspondence in connection with this matter should be sent to:

Charles R. Hoffmann, Esq.
Hoffmann & Baron, LLP
6900 Jericho Turnpike
Syosset, New York 11791

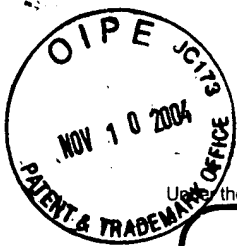
In addition, telephone calls can be directed to Applicants' undersigned representative.

Respectfully submitted,

Rod S. Turner

Rod S. Turner
Registration No. 38,639
Attorney for Applicants

HOFFMANN & BARON, LLP
6900 Jericho Turnpike
Syosset, New York 11791
(516) 822-3550
RST/jp
196832_1



PTO/SB/82 (09-03)

Approved for use through 11/30/2005. OMB 0651-0035

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REVOCATION OF POWER OF ATTORNEY and APPOINTMENT OF NEW POWER OF ATTORNEY

Application Number	10/675,284
Filing Date	September 30, 2003
First Named Inventor	Patterson et al.
Art Unit	Unassigned
Examiner Name	Unassigned
Attorney Docket	717-961 CIP

I hereby revoke all previous powers of attorney given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 23869☒ Please change the correspondence address for the above-identified application to:☒ The address associated with Customer Number: 23869

OR

☐ Firm or Individual Name

Address

Address

City

Country

State

ZIP

Telephone

Fax

I am the:

☐ Applicant/Inventor☒ Assignee of record of the entire interest. See 37 CFR 3.71
Statement under 37CFR 3.73(b) is enclosed (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Name

Francis E. Marino, Vice President of Intellectual Properties and Technology

Signature

Date

10/14/04

Telephone

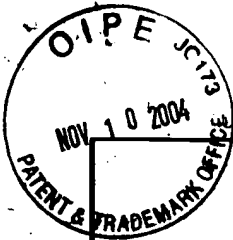
508-634-8050

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending on the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Patterson et al.

Application No./Patent No.: 10/675,284 Filed/Issue Date: September 30, 2003

Entitled: Appliance for Vacuum Sealing Food Containers

The Holmes Group, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document (s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Francis E. Marino
Signature

Francis E. Marino
Printed or Typed Name

V.P. of Intel Properties & New Tech.

Title

10/14/04
Date

508-634-8050
Telephone number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETE D FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

FORM PTO-1595 (Modified)

Recordation Form Cover Sheet

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**PATENTS ONLY**

To the Director of the United States Patent and Trademark Office: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1. Justin C. Patterson
2. Salvatore R. Siano
3. Chi Kin John Mak
4. Heather Jones
5. Francis E. Marino
6. Dave Bossa
7. Yigal Offir

2. Name and address of receiving party(ies):

Name: The Holmes Group

Internal Address: _____

Street Address: One Holmes Way, Milford, MA 02757Additional names(s) of conveying party(ies) ____ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ____ Merger
- ____ Security Agreement ____ Change of Name
- ____ Other

Execution Dates: 1. 9/30/04; 2. 7/28/04; 3. 7/26/04;
4. 9/30/04; 5. 6/10/04; 6. 6/15/04; 7. 6/10/04.

Additional names(s) & address(es)? ____ Yes ☒ No

4. Application number(s) or registration numbers:

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s):

10/675,284

Additional numbers attached: ____ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles R. Hoffmann, Esq.Internal Address: Hoffmann & Baron, LLP6900 Jericho TurnpikeSyosset, New York 117916. Total number of applications and patents involved: 17. Total Fee (37 CFR 3.41):\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account.

____ Authorized to be charged to deposit account.

8. Deposit account no: 08-2461**DO NOT USE THIS SPACE**

9. Statement and signature,

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rod S. Turner, Esq.

Signature

Date

10.8.04Total number of pages including cover sheet, attachments, and document: 19

ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in


vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

9-3-04


Justin C. Patterson

DATED:

Salvatore R. Siano

DATED:

Chi Kin John Mak

DATED:

Heather Jones

DATED:

Francis E. Marino

DATED:

Dave Bossa

DATED:

Yigal Offir

ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

Justin C. Patterson

DATED:

Salvatore R. Siano

DATED:

Chi Kin John Mak

DATED:

Heather Jones

DATED:

Francis E. Marino

DATED:

Dave Bossa

DATED:

Yigal Offir

STATE OF)
) ss.
COUNTY OF)

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Justin C. Patterson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of , 2004.

My Commission Expires:

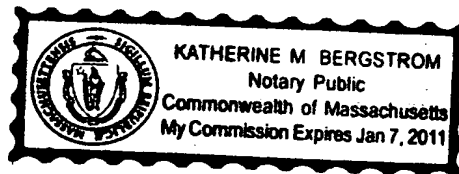
STATE OF *Massachusetts*)
) ss.
COUNTY OF *Worcester*)

Katherine M. Bergstrom
I, *Bergstrom*, a Notary Public in and for the County and State aforesaid, do hereby certify that Salvatore R. Siano, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
28 day of *July*, 2004.

Katherine M. Bergstrom
Notary Public

My Commission Expires: *Jan 7, 2011*



ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

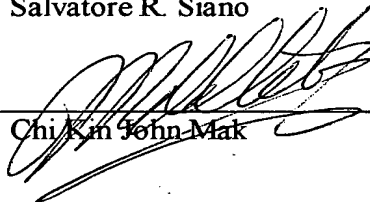
DATED: _____

Justin C. Patterson

DATED: _____

Salvatore R. Siano

DATED: 26 July 2004


Chi Kin John Mak

WITNESSED:

DATE: July 27, 04 Tsune Tang

WITNESSED:

DATE: July 27. 04 Enigo.

ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

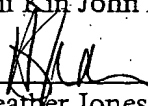
The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

BEST AVAILABLE COPY

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____	_____ Justin C. Patterson
DATED: _____	_____ Salvatore R. Siano
DATED: _____	_____ Chi Kin John Mak
DATED: <u>9/30/04</u>	 Heather Jones
DATED: _____	_____ Francis E. Marino
DATED: _____	_____ Dave Bossa
DATED: _____	_____ Yigal Offir

BEST AVAILABLE COPY

ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

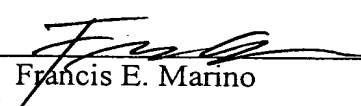
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:	_____	Justin C. Patterson
DATED:	_____	Salvatore R. Siano
DATED:	_____	Chi Kin John Mak
DATED:	_____	Heather Jones
DATED:	<u>6/10/04</u>	 Francis E. Marino
DATED:	_____	Dave Bossa
DATED:	_____	Yigal Offir

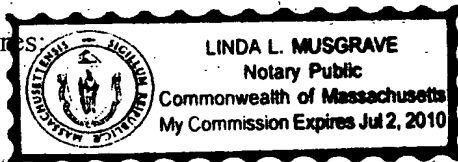
STATE OF Mass)
COUNTY OF Worcester) ss.

I, Linda L. Musgrave, a Notary Public in and for the County and State aforesaid, do hereby certify that Francis E. Marino, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 10th day of June, 2004.

Linda L. Musgrave
Notary Public

My Commission Expires:



STATE OF)
COUNTY OF) ss.

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Dave Bossa, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of , 2004.

My Commission Expires:

ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____

Justin C. Patterson

DATED: _____

Salvatore R. Siano

DATED: _____

Chi Kin John Mak

DATED: _____

Heather Jones

DATED: _____

Francis E. Marino

DATED: 2/15/04



Dave Bossa

DATED: _____

Yigal Offir

STATE OF)
) ss.
COUNTY OF)

I, , a Notary Public in and for the County and State aforesaid, do hereby certify that Francis E. Marino, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of , 2004.

Notary Public

My Commission Expires:

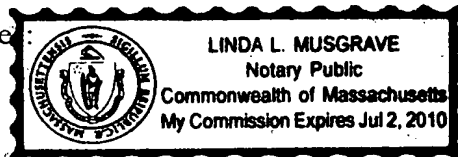
STATE OF *Massachusetts*
COUNTY OF *Worcester*) ss.

I, *Linda L. Musgrave*
a Notary Public in and for the County and State aforesaid, do hereby certify that Dave Bossa, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
15th day of *June*, 2004.

Linda L. Musgrave

My Commission Expires:



ASSIGNMENT

WHEREAS, Justin C. Patterson, Salvatore R. Siano, Chi Kin John Mak, Heather Jones, Francis E. Marino, Davie Bossa and Yigal Offir, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled APPLIANCE FOR VACUUM SEALING FOOD CONTAINERS, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 30, 2003, and assigned Application Serial No. 10/675,284;

WHEREAS, The Holmes Group, a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at One Holmes Way, Milford, Massachusetts 02757, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____

Justin C. Patterson

DATED: _____

Salvatore R. Siano

DATED: _____

Chi Kin John Mak

DATED: _____

Heather Jones

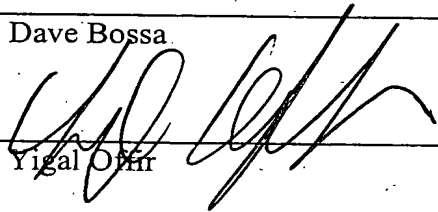
DATED: _____

Francis E. Marino

DATED: _____

Dave Bossa

DATED: 6/10/04

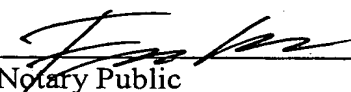

Yigal Ofir

STATE OF *New Hampshire*

COUNTY OF *Belknap*) ss.

I, *Francis Morrino*, a Notary Public in and for the County and State aforesaid, do hereby certify that Yigal Offir, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this *10th* day of *June*, 2004.



Notary Public

My Commission Expires: